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**REMARKS****INTRODUCTION**

Claims 1-10, 13-27 and 30-31 are now pending and under consideration.

Claims 11, 12, 28, and 29

Claims 1-10, 13-27 and 30-31 are rejected.

Claims 1-10, 13-27, and 30-31 are amended herein.

No new matter is being presented, and approval and entry are respectfully requested.

**REJECTIONS UNDER 35 USC § 103**

In the Office Action, at pages 1-4, claims 1-10, 13-27 and 30-31 were rejected under 35 U.S.C. § 103 as being unpatentable over Nhaissi in view of newly-cited Dowens. This rejection is traversed and reconsideration is requested.

**PREVIOUS NON-MOOT TRAVERSALS OF NHAISSI STILL PENDING AND UNANSWERED**

In the Amendment filed February 5, 2004, Applicant presented distinctions over Nhaissi. In particular, Applicant argued that

The requests mentioned in column 6 of Nhaissi are not invitations to join a hierarchy but rather are human or computer prompts for initial subscriber information that the universal exchange needs for a new customer, such as payment information, and calling cards or telephone accounts held by the new customer. The initialization requests in Nhaissi occur after the customer has already decided to join or participate in the universal exchange and are therefore not invitations to join.

The Applicant also traversed Nhaissi on the grounds that "Nhaissi does not discuss or suggest an invitation at the account/subscription level".

The recent Office Action does not address these outstanding arguments. Furthermore, the arguments were not mooted by the addition of Dowens, because *Dowens is cited only for adding a transfer feature to Nhaissi*. It is respectfully noted that MPEP § 707.07(f) states that

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although an "[a]pplicant's arguments with respect to [claims] have been considered ... moot in view of the new ground(s) of rejection ... "[t]he examiner must, however, address any arguments presented by the applicant which are still relevant to any references being applied." The addition of a minor reference for a particular feature does not moot arguments directed to the primary reference that are unrelated to the cited feature of the new minor reference. In sum, the Examiner has added a minor reference to address one feature in the claims (transfer), but the Examiner has not responded to Nhaissi-specific that were not mooted by the addition of Dowens. Applicant respectfully requests a response to the still pending and unanswered prior traversals relating to the primary reference Nhaissi.

**PRIOR ART DOES NOT TEACH OR SUGGEST A TELECOMMUNICATION ACCOUNT/SUBSCRIPTION HIERARCHY USED BY AN ENTITY OWNING/CONTROLLING THE HIERARCHY TO MANAGE TELECOMMUNICATION ACCOUNTS/SUBSCRIPTIONS IN THE HIERARCHY**

Claim 1, for example, recites a telecommunication account/subsription hierarchy used by an entity owning/controlling the hierarchy to manage telecommunication accounts/subscriptions in the hierarchy. Entities that have telecommunication accounts/subscriptions are invited to join the hierarchy. Based on the invitation to join, the entities send requests to join. Based on the requests to join, accounts/subscriptions are added to the hierarchy.

The rejection compares a hierarchy to the universal exchange in Nhaissi. However, the universal exchange in Nhaissi does not have telecommunication account/subsription hierarchies, nor is it used by an owning/controlling entity to manage accounts/subscriptions in the hierarchy. The universal exchange in Nhaissi is only a place where customers list the carriers (not accounts) with whom they subscribe. As stated at column 10, lines 53-58:

the universal exchange preferably stores a data table in memory 8 (see FIG. 1) which is addressed by the customer identification number and which contains a list of carrier codes for all of the carriers which are available to the identified customer and have been inputted to the universal exchange by that customer

The universal exchange is not a vehicle for an entity/customer to manage accounts/subscriptions. Rather, the exchange is just a list of preferred providers (which are not

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accounts/subscriptions) entered by the customer and used to determine a preferred provider to route a dialed call. There is no instance of accounts/subscriptions themselves being added to an account/subscription hierarchy.

Withdrawal of the rejection is respectfully requested.

#### **DOWENS DOES NOT TRANSFER VALUE BETWEEN ACCOUNTS IN AN ACCOUNT/SUBSCRIPTION HIERARCHY**

Dowens is cited for the claim feature of transferring value between two accounts/subscriptions. However, the calling cards are not in an account/subscription hierarchy. The calling cards in Dowens are related by the fact that they are involved in a current call; one party can ask the other party to pay some of the cost of the call by extending their card with value billed separately. According to MPEP § 2141.02, "In determining the differences between the prior art and the claims, the question under 35 U.S.C. 103 is not whether the differences themselves would have been obvious, but whether the claimed invention as a whole would have been obvious." The rejection fails to consider the transfer feature as it relates to the relevant claims as a whole. As discussed above, the transfer of value in Dowens has no relation to accounts/subscriptions in an entity's hierarchy.

Furthermore, Dowens does not even transfer value from one card to another. Rather, in Dowens one party agrees to be billed for the cost of a call that exceeds the caller's calling card. As stated in its Abstract, "If a party agrees to pay for one of the above options, the call extender permits the call to continue and *bills the accepting party accordingly*". Notably, Dowens is only concerned with which party is billed for a call as it continues. The action in Dowens is extension of a limit for a calling card. No value is transferred from one card to the other. Value is added to a card and another party is billed for that value. Figure 5 shows item S1016: "EXTEND CALL OR CARD", which *extends* the limit of a card; no transfer from another card is mentioned. The Examiner cited column 3, but all of the examples mention "extend the calling card limit", or "pay for the required extension or to extend the limit of the pre-paid calling card by an agreed amount such as an hour", "charge the call to a company account number or request another party to pay for the call", etc. This makes sense considering that pre-paid calling cards are the area of concern. Naturally, a pre-paid calling card runs out of value during a call. The problem addressed by Dowens is who pays for the time for a call after the card is depleted. There is no

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transfer to the calling card from another card. As summarized at column 6, lines 1-9, extending is "determin[ing] whether the second party would accept charges for extending the limit value". Accepting charges to extend the limit of a pre-paid calling card does not require or suggest transferring value from one calling card to another calling card.

Furthermore, it is respectfully noted that transfer between cards does not appear to be even possible in Dowens. In Dowens, a calling card is used to place a call to any phone number. A calling card is not limited to a particular phone number; it can be used for making calls from any telephone. There does not appear to be any way that a call in Dowens would even be aware of a calling card for any party other than the party placing the call. Because a transfer between cards in Dowens would appear to require removal of value from one calling card for transfer to another card, Applicant respectfully requests either withdrawal of the rejection, or else an explanation or citation of Dowens showing a calling card (other than that used to place a call) that surrenders value where the surrendered value goes to the calling card used to place the card. The only depletion of a card in Dowens appears to be the depletion of value used to pay for a current call.

Withdrawal of the rejection is respectfully requested.

## CONCLUSION

There being no further outstanding objections or rejections, it is submitted that the application is in condition for allowance. An early action to that effect is courteously solicited.

Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

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If there are any additional fees associated with filing of this Amendment, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

STAAS & HALSEY LLP

Date: 24 JAN 2005

By: James T. Strom  
James T. Strom  
Registration No. 48,702

1201 New York Avenue, NW, Suite 700  
Washington, D.C. 20005  
Telephone: (202) 434-1500  
Facsimile: (202) 434-1501

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I hereby certify that this correspondence is being transmitted via facsimile to: Commissioner for Patents.

P.O. Box 1450, Alexandria, VA 22313-1450

on 1-24-05, 20

STAAS & HALSEY

By: James T. Strom

Date: 1-24-05